

Request for Proposals



Advertised Date: 12/29/05 and 1/05/06

RFP Title:	Wheelchair Accessible Taxicab (WAT) Pilot Demonstration Project
Request for Proposals	RFP 05-147 PR
Due Date:	February 9th, 2006, at 2:00 P.M.
Contact:	Al Pelton, al.pelton@metrokc.gov , 206-263-3108

This Contract will be funded in part by the State of Washington Department of Transportation (WSDOT). Neither WSDOT nor the State of Washington is party to any sub-agreement nor to any solicitation or requests for Proposals.

Pre-Proposal Conference:

January 11th @ 2p.m. in the Exchange Building's 3rd floor conference room

Proposals are hereby solicited and will **ONLY** be received by:

**King County Accessible Services Section
Exchange Building, 8th Floor
M/S EXC-ES-0871
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday - Friday

This Request for Proposal will be provided in alternative formats such as Braille, large print, and audiocassette or computer disk for individuals with disabilities upon request.

CONTRACT/AGREEMENT

THIS WHEELCHAIR ACCESSIBLE TAXICAB (WAT) PILOT DEMONSTRATION PROJECT CONTRACT (the "Contract"), made this _____ Day of _____, 20____, by and between King County, Washington, (hereinafter "County") and _____ (hereinafter "Contractor"), each of which entity may be referred to hereinafter individually as "Party" or collectively as "Parties."

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract Title: Wheelchair **Accessible Taxicab (WAT) Pilot Demonstration Project**

To be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the services in a timely manner and that its Proposal includes all of the functions and features required for the services; and

WHEREAS, the County has accepted the Contractor's offer to Provide the services/work in accordance with the Contract's terms, Scope of Work (SOW)/Specifications and Proposal documents;

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the Parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties herein contained and to be performed, the Contractor hereby agrees to supply the services on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; Change Orders; the Contract Document which includes: Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Contractor's response to the proposal questions, Scope of Work, Driver Report Forms, Contract Administration, Introduction, Attachments A, B, C, D (exhibits 1-3 attached thereto), and E together with, and all other Proposal submissions.

COMPANY NAME: _____

ACCEPTED BY: _____

KING COUNTY APPROVED BY: _____

Authorized signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

DATE ACCEPTED: _____

DATE APPROVED: _____

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Act of Nature: A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone.

Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the Contract documents issued by the County during the Proposal period and prior to the date and time established for submittal of Proposals.

Best and Final Offer: Best and Final Offer Shall consist of the Proposer's revised Proposal, the supplemental information and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Change Order: Written order issued by the County, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contact: Individual designated by King County to conduct the Contract solicitation process, draft and negotiate contracts, resolves contractual issues and supports the Contract Administrator/Project Manager during Contract performance.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Services or Work under the Contract as set forth in Section 6 and elsewhere in this document.

Contract Administrator: The individual designated by the County to administer the Contract and be the Contractor's primary point of contact. The Contract administrator will approve orders, receipts, invoices and document the Contractor's performance. This Person may be the Project Manager.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services under the Contract.

Contract Period: The period of time during which the Contractor shall perform the Services or Work under the Contract.

Contract Time: Number of calendar Days and/or the intermediate and final completion dates stated in the Contract documents for the completion of the Work specified herein.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Services or Work under the Contract.

Contractor's Representative: The individual designated in writing by the Contractor to act on its behalf under this Contract.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the Proposal that the County Will examine to determine the Proposers understanding of the requirements; technical, business and management approach; key Personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the County.

Day: Calendar Day.

Driver Group: That group of primary drivers and other shift drivers that comprise the project's accessible taxicab drivers.

Driver Representatives: Two of the primary drivers designated to represent and be spokespersons for the interests of all drivers involved in the King County accessible taxicab project.

Executive: King County Executive

Group Business Manager: The individual responsible for meeting all contract requirements and overall management of the primary driver and other drivers participating in the King County accessible taxicab project.

Month: The period commencing on the first Day of a calendar Month and ending on the first Day of the next succeeding calendar Month.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a proposed price without evaluating its separate cost elements.

Primary Driver: A driver(s) designated as the dual or County-only accessible taxicab licensee.

Project or Business Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.

Proposal Evaluation Team (PET): Team of people appointed by the County to evaluate the Proposals, conduct discussions, call for Best and Final Offers, score and rank the Proposals and make recommendations.

Proposed Work Change (PWC): A written document issued by the Contract Administrator, or his/her designee, to the Proposer identifying contemplated changes in the Work and requesting a price estimate from the Contractor; such a document shall not be interpreted or construed to constitute a Change Order.

Proposer: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a Proposal to perform the Work.

Proposer's Representative(s): The individual(s) designated in writing by the Proposer to act on behalf of all drivers this Contract.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

Proposal: Request for Proposals. Also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings, which are available to Proposers for information and reference in preparing Proposals but not as part of this Contract.

Services: The furnishing of labor, time or effort by a Contractor.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or the County, as applicable, and means that the Contractor or the County, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of services to be performed under this Contract.

Subcontractor: An individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information which is submitted to the Contract Administrator in accordance with the Scope of Work/Specifications.

Subsection: For reference or citation purposes, Subsection shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator

Work: Everything to be done and provided for the fulfillment of the Contract.

KING COUNTY PROPOSAL ADVERTISEMENT PAGE

Proposal Submittal Date: **February 9th, 2006** proposals for the Wheelchair Accessible Taxicab (WAT) Pilot Demonstration Project will be received by King County, at its Procurement & Contract Services Section, Exchange Building, Mailstop EXC-ES-0871, Eighth Floor, 821 Second Avenue, Seattle, Washington 98104 until 2:00 p.m. Seattle time on Proposal Submittal Date.

This Proposal is available on the Internet at <http://www.metrokc.gov/procurement> and by choosing the "Proposals, RFQs, ITBs" menu tab, then click the "New" menu tab, then click on "Goods & Services". Persons who copy the Document from the Internet must inform Al Pelton that they have received the document. If they fail to inform Al Pelton, they will not be notified of Addendums as issued. All Addendums must be referenced in the Proposal Response Form.

Information may be obtained by contacting the undersigned by E-mail at al.pelton@metrokc.gov, phone number (206) 263-3108, FAX number (206) 263-3101, or in Person at the above address.

The County reserves the right to reject any and all Proposals submitted or parts thereof, and to waive informalities or minor irregularities.

This information is available on request in accessible formats for people with disabilities by calling 206-684-2046 or 711 (TTY Relay).

This Contract is funded by a Washington State Department of Transportation (WSDOT) Special Needs grant. The WSDOT shall not be a party to any sub agreement nor to any solicitations or request for Proposals. This solicitation and any resulting Contract Will be subject to the applicable grant agreement between the County and the WSDOT.

A Pre-Proposal Conference will be held at 2 p.m. on January 11, 2006, in the Exchange Building, 3rd floor conference room. All prospective Proposers are strongly encouraged to attend. Prospective Proposers should submit written questions concerning this Proposal to Al Pelton, 821 2nd Ave. Seattle WA. 98104-1598, MS-EXC-TR-1240 no later than January 10th, 2006. Copies of questions and answers will be sent to all prospective Proposers who received a Proposal.

SECTION 1 - INTRODUCTION PROPOSAL PREPARATION

WHEELCHAIR ACCESSIBLE TAXICAB (WAT) PILOT DEMONSTRATION PROJECT

1.1 Introduction

King County, through its Department of Transportation, Metro Transit Division, Accessible Services Section and King County's Licensing Division are coordinating a one to two-year pilot demonstration project to provide accessible taxicab service to people who use wheelchairs (and other mobility aids that require the use of a accessible vehicle) in King County. For the pilot demonstration project, King County will provide eight (8) wheelchair accessible taxicab vehicles to be operated within King County by a taxicab Driver Group that will charge the same taxicab rates as non-accessible taxicabs. The service will prioritize use for people who use wheelchairs and other mobility devices but will also be available to the general public.

1.2 Proposal Submission

Proposals Shall contain all required attachments and information, be sealed and submitted to King County, Accessible Services Section, Mailstop EXC-TR-1240, Twelfth (12th) Floor, Exchange Building, 821 Second Avenue, Seattle, Washington 98104-1598 **no later than 2 p.m. Seattle time on February 9th, 2006.**

The County reserves the right to request oral interviews, additional information, site visits, or any other type of clarification of Proposal information it deems necessary to evaluate Proposals.

1.3 Proposal Signature

Each Proposal shall be signed by the Proposer or the Proposer's authorized representative and include the Proposer's address. If the Proposal is made by an individual, the name, signature and post office address must be shown; if made by a partnership, Limited Liability Corporation (LLC) or sole proprietor(s), the name and post office address of the partnership, LLC or sole proprietor(s) and the signature of at least one of the general partners; if made by sole proprietor(s) the signature(s) of each sole proprietor(s) must be shown; if made by a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the Person who signs on behalf of the corporation must be shown.

1.4 Addenda

Each Proposal Response Form, Attachment A, Shall include acknowledgment of receipt and review of all Addenda issued during the Proposal period.

1.5 Schedule

<u>Day/Month/Year</u>	<u>Event</u>
29 th December, 2005	Public announcement of Request for Proposals
10 January, 2006	Pre-Proposal questions due, in writing
11 January, 2006	Pre-Proposal conference
16 January, 2006	Response to questions raised in the pre-proposal meeting
9 th February, 2006	Proposals due
10 February, 2006	Evaluation/Negotiation of Proposals begins.

During evaluations/negotiations, firms with Proposals judged unacceptable will be notified that they will not be considered further.

*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1.6 Inquiries

Inquiries concerning the procurement process Shall be directed to Al Pelton at e-mail address: al.pelton@metrokc.gov or at phone number (206) 263-3108 or FAX number (206) 263-3101 or in writing to the person above at, 821 Second Avenue, Seattle, Washington 98104-1598. Mailstop EXC-TR-1240.

Communications concerning this solicitation, with other than the listed County staff may cause the Proposer to be subject to disqualification.

1.7 Pre-Proposal Conference

A pre-proposal conference will be held in the Exchange Building 3rd floor conference room at 2 P.M. on January 11th, 2006. All prospective Proposer's representative(s) (no more than three attendees please) are strongly encouraged to attend. Prospective Proposers should submit written questions to the Buyer no later than January 10, 2006. Copies of questions with answers along with responses from the pre-proposal conference will be sent to everyone who received a Proposal.

1.8 Interpretation of Proposal and Contract Documents

No oral interpretations as to the meaning of the Proposal Will be made to any Proposer. Requests for a written interpretation Shall be made in writing and delivered or faxed to Al Pelton at the address indicated in Section 1-6 at least ten (10) calendar Days before the date established for submitting Proposals. Any interpretation deemed necessary by the County Will be in the form of an addendum to the Proposal and when issued Will be delivered as promptly as is practicable to all parties to whom the Proposal has been issued. All Addenda shall become part of the Proposal and any subsequently awarded Contract. Proposers shall not rely upon any oral statements or conversations, whether at the pre-Proposal conference, if any, or otherwise, they may have with County employees or third parties regarding the Proposal.

1.9 Examination of Proposal and Contract Documents

The submission of a Proposal Shall constitute an acknowledgment upon which the County may rely that the Proposer has thoroughly examined and is familiar with the Proposal, including any Work site identified in the Proposal, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and Services to be Provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, Work sites, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this Proposal. No claim for additional compensation will be allowed which is based upon a lack of knowledge or misunderstanding of this Proposal, Work sites, statutes, regulations, ordinances or resolutions.

1.10 Cost of Proposals

The County is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of Proposals submitted in response to this Proposal.

1.11 Modification or Withdrawal of Proposals Prior to Submittal Date

At any time before the time and date set for submittal of Proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a Person with authority as identified in Attachment A, Proposal Response Form. All Proposal modifications shall be made in writing executed and submitted in the same form and manner as the original Proposal.

1.12 Errors and Administrative Corrections

The County Will not be responsible for any errors in Proposals. Proposers will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County. The County reserves the right to request an extension of the Proposal period from a Proposer or Proposers.

The County reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1.13 Postponement or Cancellation of Request for Proposal

The County reserves the right to cancel the Proposal or change the date and time for submitting Proposals.

1.14 Compliance with Proposal Terms and Attachments

The County intends to award a Contract based on the terms, conditions and attachments contained in this Proposal. Proposers are strongly advised to not take any exceptions. Proposers shall submit Proposals, which respond to the requirements of the Proposal. An exception is not a response to a Proposal requirement. If an exception is taken, a "Notice of Exception" must be submitted with the Proposal. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions and attachments may result in rejection of the Proposal.

The County may, at its sole discretion, determine that a Proposal with a Notice of Exception merits evaluation. A Proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring will be reduced to reflect the importance of the exception. Evaluation and negotiation will only continue with the Proposer if the County determines that a Contract in the best interest of the County may be achieved.

1.15 Proposal Requirements

A. The Proposal shall contain the following items and follow the exact sequence outlined below:

1. Executive summary or overview of proposal (optional)
2. Proposals shall respond to the Proposal questions listed in Section 6 part 2.
3. Contract: Sign the Contract, and submit with Proposal.
4. Attachments:

Attachment A - Proposal Response Form (*Complete this form and submit with proposal*).

Attachment B - Proposal Submittal Form (*Complete this form and submit with proposal*).

Attachment C - King County Taxi Scrip Agreement (*Complete this form and submit with proposal*)

Attachment D, together with Exhibits 1-3 attached thereto - Wheelchair Accessible Taxicab Pilot Demonstration Project Vehicle Bailment Contract (hereinafter the "Vehicle Bailment Contract").

5. Brochures, booklets or other sales material may be attached to the Proposals (optional).

- B. **Submit six (6) copies of the Proposal and attachments. One copy shall be unbound to facilitate reproduction.**

1.16 Collusion

If the County determines that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion will be considered. The County's determination shall be final.

1.17 Rejection of Proposals

- A. The County reserves the right to reject any Proposal for any reason including, but not limited to, the following: any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity; any Proposal which has any qualification, addition, limitation or provision attached to the Proposal; any Proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work; any Proposal which is not approved as being compliant with the requirements for equal employment opportunity; any Proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County; and any Proposal submitted by a Proposer which is not duly registered and/or licensed as may be required by the laws of the State of Washington or local government agencies.
- B. In consideration for the County's review and evaluation of its Proposal, the Proposer expressly waives and releases any claims against the County arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this Proposal.

1.18 Protest Procedures

- A. Form of Protest. In order to be considered, a Protest Shall be in writing, addressed to the Manager of the Paratransit/Rideshare Operations (PRO), and include:
1. The name, address, and phone number of the Proposer protesting, or the authorized representative of the Proposer;
 2. The Proposal Title under which the Protest is submitted;
 3. A detailed description of the specific grounds for protest and any supporting documentation. It is the responsibility of the Protesting Proposer to supplement its Protest with any subsequently discovered documents prior to the Supervisor's decision;
 4. The specific ruling or relief requested; and
 5. Evidence that all Persons with a financial interest in the procurement have been given notice of the Protest or if such Persons are unknown, a statement to that effect.
- B. Who May Protest.
1. Protests based on the Statement of Work (SOW)/Specifications. Any prospective Proposer.
 2. Protests following Proposal submittal. Any Proposer submitting a response to the Proposal showing a substantial financial interest in the solicitation or award of any Contract.
- C. Time to Protest. Protests based on SOW/Specifications or other terms in the Proposal document which are apparent on the face of said document must be received by the County no later than ten (10) calendar Days prior to the date established for submittal of Proposals. The County must receive protests based on other circumstances within five (5) calendar Days after the protesting Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event shall a Protest be considered if all bids are rejected or after award of the Contract.

- D. Determination of Protest. Upon receipt of a timely written Protest, the Project Manager shall investigate the Protest and shall respond in writing to the Protest prior to the award of the Contract. Except as provided below, the decision of the Project Manager shall be final.
- E. Reconsideration of Project Manager's Decision. A financially interested Proposer may request that an adverse decision by the Project Manager be reviewed by the Director of the King County Department of Transportation ("Director") on a reconsideration basis only. The only justifications for reconsideration are (1) new data, relevant to the underlying grounds for protest and unavailable at the time of the Protest to the Project Manager; or (2) the Project Manager made an error of law or regulation. The following procedures Shall be followed for a reconsideration of the Project Manager's decision:
1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration must be filed with the Director in writing and include:
 - a. Name, address, and telephone number of the Person protesting or their authorized representative;
 - b. A copy of the written decision of the Project Manager; and
 - c. Justification for reconsideration by the Director, including all pertinent facts and law on which the Proposer is relying.
 2. Time for filing Request for Reconsideration. The financially interested Proposer must file the Request for Reconsideration no later than five calendar Days of receiving the Project Manager's decision.
 3. Review of Project Manager's Decision. Upon receipt of a Request for Reconsideration, the Director or his/her designee shall review (1) the information submitted to and reviewed by the Project Manager and (2) the decision of the Project Manager, and shall thereafter issue a final determination regarding the Request for Reconsideration. No other information will be reviewed unless the basis for the request for reconsideration is new data.
- F. Failure to Comply: Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the County.

1.19 Proposal Alternatives

Proposals shall address all requirements identified in this Proposal. In addition, the County may consider proposal alternatives submitted by Proposers that provide enhancements beyond the Proposal requirements. Proposal alternatives may be considered if deemed to be in the County's best interests. Proposal Alternatives must be clearly identified.

2 SECTION - PROPOSAL EVALUATION AND CONTRACT AWARD

2.1 General

Proposals will be evaluated and ranked by the Proposal Evaluation Team (PET) on the basis of the criteria established in this Proposal. The PET Will evaluate the Proposals submitted in response to the Proposal, conduct fact finding, discussions/negotiations, request Best and Final Offers and determine which Proposal is the most advantageous to the County for Contract award.

Changes in Requirements

When, either before or after receipt of Proposals, the County changes, revises, increases, or otherwise modifies its requirements, the County shall issue a written addendum to the Proposal. In considering which firms to notify of a change, the County Will consider the stage in the procurement process at which the change occurs and the magnitude of the change, as follows:

- A. If Proposals are not yet due, the addendum will be sent to all firms that have received the Proposal.
- B. If the time for receipt of Proposals has passed but Proposals have not been evaluated, the addendum will be sent only to Proposers responding to the Proposal.
- C. If the Proposals have been evaluated and classified, only those Proposals classified as in the competitive range.
- D. If a change is so substantial that it warrants substantial revision of the request for Proposals, the County may cancel the original request for Proposal and issue a new one, regardless of the state of the solicitation process. The new solicitation will be issued to all firms originally solicited and to any firms added to the original list.

2.2 Proposal Evaluation

The PET Will evaluate and rank each Proposal using the criteria set forth in this Proposal. If deemed necessary by the PET, written and/or oral discussions may be conducted with those Proposers who's Proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the Proposal, costs or prices, and suspected mistakes may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and suspected mistakes as requested by the PET and to make the technical revisions required by the resulting changes.

Upon completion of discussions, the PET may issue to all remaining potentially acceptable Proposers a request for Best and Final Offers. The request will include notice that discussions are concluded, an invitation to submit a revised Proposal with a Best and Final Offer, and a new submittal date and time.

The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests.

2.3 Evaluation of Responsiveness and Responsibility

Part of the evaluation process involves a determination of Responsiveness and Responsibility. The County may request that the Proposer Provide additional information, explanation and documentation to be used in the determination. The requests for information can occur at any point in the evaluation process.

A. Responsiveness

The County Will consider all the material submitted by the Proposer to determine whether the Proposer's offering is in compliance with the terms and conditions set forth in this Proposal.

B. Responsibility

1. The County will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of successfully completing contracts of this type. This may include requiring the Proposer to Provide references from customers who have been Provided the same or equivalent services. References shall include the names and addresses of the parties to whom such services were Provided and the name and phone number of contact Persons with such parties.
2. The following elements Will be given consideration by the County in determining whether a Proposer is responsible:
 - a. the ability, capacity and skill of the Proposer to perform the Contract or Provide the services required;
 - b. the character, integrity, reputation, judgment and efficiency of the Proposer;
 - c. whether the Proposer has the financial resources and experience to perform the Contract properly and within the times specified;
 - d. the quality and timeliness of performance by the Proposer on previous contracts with the County and with other local governments and state and federal agencies, including, but, not limited to, the relative costs, burdens, time and effort necessarily expended by the County and such governments and agencies in securing satisfactory performance and resolving claims;
 - e. the history of the Proposer in filing claims and litigation on prior projects involving the County or on other public or private projects; and
 - f. such other information as may be secured having a bearing on the decision to award the Contract, including the Proposer's organizational form and legal status (i.e., corporation, general partnership, or joint venture). No Proposer will be accepted that does not have authority to bind the entity itself and each individual driver to the terms and conditions of this Contract. The Proposer must be able to provide proof of such authority to bind.

Proposers shall furnish acceptable evidence of the Proposer's ability to perform, which may include firm commitments by Subcontractors, equipment, supplies and facilities, and/or the Proposer's ability to obtain the necessary personnel, when requested by the County. Refusal to Provide such information when requested will cause the Proposal to be rejected.

3. Financial Resources

Submit proof of adequate financial resources which would be available to the Proposer for the prosecution and completion of the Work as required. When requested, the required financial information shall include:

- a. audited financial statements such as balance sheets, statements of income, statements of cash flow and stockholders' equity for each of the three most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders;
- b. Documentation of an open line of credit or other arrangement with an established bank under which adequate financing would be available for prosecution and completion of the Work called for hereunder;
- c. certification by the principal financial officer of or an independent accountant for the Proposer, stating that the Proposer has adequate financial resources for the prosecution and completion of the Work called for hereunder; and

- d. The names, addresses and telephone numbers of at least one contact in the company's principal financial or banking organization and its independent auditor.

The PET may find that the Proposer appears fully qualified to perform the Contract or it may require additional information or actions from the Proposer. In the event the PET determines that there are problems of such a nature or magnitude that it is advantageous to the County to bypass the highest scored Proposal, the PET shall evaluate the qualifications of the next ranked Proposer for award of the Contract. A Proposer bypassed for award by the PET for whatever reason Shall have no claim for costs incurred including, but not limited to, presentation costs, Proposal preparation, the cost of providing additional information requested, or modification made either to its Proposal or internal structure or systems of the Proposer or its organization.

4. Financial Reporting

The Proposer shall provide a current Letter of Credit from a local bank, if requested by the County.

2.4 Scoring and Evaluation Criteria

Each Proposal has a total possible score of 1000 points with the points assigned as follows:

<u>(Number)</u>	<u>(Title)</u>	<u>(Score)</u>
Subsection 1	WAT Taxicab Operation Plan	350 points
Subsection 2	Customer Service Plan	50 points
Subsection 3	Driver Performance	100 points
Subsection 4	Vehicle Maintenance	100 points
Subsection 5	Additional Vehicles	200 points
Subsection 6	Automated Dispatching System	<u>200 points</u>
	<u>Total Points</u>	<u>1000 points</u>

The PET will score and rank each Proposal on the completeness and adequacy of the Proposer's responses and on additional available relevant information.

In the event clarification questions are issued to Proposers, oral presentations or demonstrations are requested, the scoring will be adjusted to reflect the new information.

NOTICE In the event that a proposal evaluation process results in two or more proposals receiving evaluation scores that tie for the highest score and ranking, King County may request Best and Final proposals from only those proposers with scores that tie. King County may calculate new evaluation scores for the tying proposals by adding the original scores to the recalculated scores. Should another tie result, the contract shall be awarded by coin toss.

2.5 Competitive Range

The evaluation of Proposals and subsequent testing may result in successive reductions of the number of Proposals that remain in the competitive range. The groups remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer and negotiations.

2.6 Negotiations

The County may enter negotiations with one or more Proposers to finalize contract terms and conditions. In the event negotiations are not successful, the County may initiate negotiations with the next ranking Proposer or reject Proposals.

Negotiation of a Contract will be in conformance with all applicable federal, state and local laws, regulations, rules and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract.

2.7 Contract Award

Contract award, if any, Will be made by the County to the responsible Proposer whose Proposal meets the requirements of the Proposal, and will be the most advantageous to the County with respect to, operational plan, quality and other factors as evaluated by the County. The County shall have no obligations until a Contract is signed between the Proposer and the County.

Insurance Requirements

The Proposer to whom the County awards a Contract pursuant to this Proposal Shall file with the County evidence of insurance from insurer(s) satisfactory to the County certifying to the coverages of insurance set forth in this Proposal. Such evidence of insurance shall be submitted within ten (10) calendar Days of receipt of a written request from the County.

Failure by the Proposer to submit satisfactory evidence of insurance shall result in rejection of the Proposal.

2.8 Execution of Contract and Notice to Proceed

The Proposer to whom the County intends to award the Contract shall sign the Contract and return it to the County. Upon authorization by the County Executive, or designee, a Contract will be issued. Upon receipt by King County of any required documentation and submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

2.9 Public Disclosure of Proposals

Proposals submitted under this Proposal shall be considered public documents and, with exceptions provided under public disclosure laws, Proposals which are recommended for Contract award will be available for inspection and copying by the public after the selection process has been concluded.

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer five (5) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

3 SECTION - STANDARD CONTRACTUAL TERMS AND CONDITIONS

3.1 Administration

This Contract is between the County and the Contractor who will be responsible for providing the goods and/or performing the Services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications have not been written with this intent.

The Contractor represents that it has or will obtain all duly licensed and qualified personnel and equipment required to perform hereunder. The Contractor's performance under this Contract may be monitored and reviewed by a Contract Administrator appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Contract Administrator. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Contract Administrator for response.

3.2 Change Orders

The County may, at any time, without notice to the sureties, by written order, make any change in the Work within the scope of this Contract. No oral order or conduct by the County will constitute a Change Order unless confirmed in writing by the County.

If any Change Order causes an increase or decrease in the cost of, or the time required for performance of any part of the work under this Contract, an equitable adjustment in the Contract price, the delivery schedule, or both may be made and the Contract modified in writing accordingly. Every Change Order may require a cost/Price Analysis to determine the reasonableness of the proposed change.

The Contractor must assert its right to an adjustment under this clause within five (5) calendar days after receipt of a written Change Order from the County. Upon request from the Contractor, the County may extend the five (5) day period. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. The County may require additional supporting documents and cost or Price Analysis to determine the validity of the claim.

No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract. No claim will be allowed for any costs incurred more than ten Days before the Contractor gives written notice, as required in this section.

3.3 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination, and except as directed by the Contract administrator, the Contractor shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall promptly submit any applicable request for termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor will account for the same and promptly return it to the County or dispose of it in the manner the County directs. Any termination payment requests are subject to cost/Price Analysis to determine reasonableness and compliance with the Contract, the Contract termination agreement, applicable laws and regulations.

B. Termination for Default

In addition to termination for convenience, if the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for Services and the

Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default. Termination Shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination; Provided that the Contractor Shall have ten (10) calendar Days to cure the default. The Contractor will only be paid for goods delivered and accepted, or Services performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part. Such termination shall be in addition to the County's rights to terminate for convenience or default.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County Will be liable only for payment in accordance with the terms of this Contract for Services rendered prior to the effective date of termination; and,
2. The Contractor shall be released from any obligation to provide further Services pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is expressly conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract will terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.4 Force Majeure

The term "force majeure" Shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities of competent jurisdiction, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances causing the inability to perform the requirements of this Contract. If any Party is rendered unable, wholly or in part, by Act of Nature or any other cause not reasonably within such Party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other Party, such obligation or condition Shall be suspended only for the time and to the extent reasonably necessary to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

3.5 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Services or supplies provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to provide the specified service or supplies consistent with all applicable federal, state and local laws, rules and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked, lapsed or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall immediately notify the County in writing of such condition.

The Contractor Shall maintain and be liable for all taxes, fees, licenses and costs as may be required by federal, state and local laws, rules and regulations for the conduct of business by the Contractor and

any sub-contractors and Shall secure and at all times maintain any and all such valid licenses and permits as may be required to Provide the Services or supplies under this Contract.

3.6 Defective Work, Materials or Services

When and as often as the County determines that the Work, materials or Services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) calendar Days of receiving such written notification, the Contractor must supply the County with a written detailed plan which indicates the time and methods needed to bring the Work, materials or Services within acceptable limits of the Specifications. The County may reject or accept this plan at its discretion. In the event this plan is rejected, the Work, materials or Services will be deemed not accepted and returned to the Contractor at the Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

3.7 No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of Specifications or plans, payment for a product or service, or Acceptance of a product or service by the County Shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this Contract or in law.

3.8 Assignment

The Contractor Shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without the prior written consent of the County. If an assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the Contractor. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment may be conditioned upon the posting of bonds, securities and the like by the assignee, and the assignee must assume the written Contract and be responsible for the obligations and liabilities of the Contractor, known and unknown, under this Contract and applicable law.

3.9 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor Shall indemnify and hold harmless King County, its elected officials, officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of any kind or nature whatsoever arising out of, in connection with, or incident to the goods and/or services Provided by or on behalf of the Contractor. In addition, the Contractor Shall, at the County's option, assume the defense of King County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such goods and/or services, and Shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by King County on account of such litigation or claims. This indemnification obligation Shall include, but is not limited to, all claims against King County by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. This indemnification obligation Shall also obligate the Contractor to protect, indemnify, defend and save harmless the County, and its elected officials, officers, officials, employees and agents from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights arising out of or in connection with Contractor's provision of goods and/or services under this Contract. Notwithstanding anything provided in this section, King County retains the right to provide its own defense against any

suits, claims or actions, and to assess any costs of such defense to Contractor, including attorney's fees, expert witness fees, and court costs.

3.10 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising here from shall be brought in the King County Superior Court in Seattle, which forum shall have sole and exclusive jurisdiction and venue.

3.11 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

The Contractor, by entering into this Contract with the County to perform or Provide Work, Services or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it Shall not acquire any interest, which conflicts in any manner or degree with the Work, Services or materials required to be performed and/or Provided under this Contract and that it Shall not employ any Person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it Shall immediately disclose such interest to the County and take action immediately to eliminate the conflict or to withdraw from this Contract, as the County may require.

B. Contingent Fees and Gratuities

The Contractor, by entering into this Contract with the County to perform or Provide Work, Services or material, has thereby covenanted:

1. No Person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or Will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.12 Disputes, Claims and Appeals

The Contractor Shall address questions or claims regarding meaning and intent of the Contract or arising from this Contract in writing to the Contract Administrator (CA), within ten (10) calendar Days of the date in which the Contractor knows or should know of the question or claim. The CA Will ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim Shall be deemed denied upon the tenth Day following receipt by the CA.

In the event the Contractor disagrees with any determination or decision of the CA, the Contractor may, within five (5) calendar Days of the date of such determination or decision, appeal the determination or decision in writing to the Project Manager, if the Project Manager is not also the Contract Administrator. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The Project Manager will review the appeal and transmit a decision or determination in writing. The decision will be considered final. Appeal to the Project Manager shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the Contract Administrator and/or Project Manager and the Contractor or through alternative dispute resolution, pursuant to Paragraph 3.13 below, will be decided in King County Superior Court, pursuant to Paragraph 3.10 above.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the CA and/or Project Manager. Failure to comply precisely with the time deadlines under this Subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

3.13 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties to this Contract may seek to resolve disputes pursuant to arbitration, but are not required to do so. Nothing in this paragraph precludes any Party from seeking relief from King County Superior Court in Seattle once the required alternative dispute resolution efforts have failed.

3.14 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

1. The Contractor shall maintain books; records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor Shall maintain and retain for a period of not less than six (6) years after the Contract has terminated or expired and all other pending matters are closed; all financial information, data and records used to prepare and support the Contractor's final Proposal for this Contract and invoicing for supplies or Services and any payments resulting from Change Orders or claims. In addition, the Contractor shall maintain the financial information used in the preparation or support of any Change Orders or claims.
2. The Contractor shall ensure that its principals, employees, agents, Subcontractors and suppliers maintain and retain for no less than six (6) years all records pertaining to the performance by any of them of their portions of the Work under this Contract.

B. Audit Access

1. The County and its authorized representatives and designees shall have access to all records maintained and retained by the Contractor and its Subcontractors for the purpose of inspection, cost/Price Analysis, audit or other reasonable purposes related to this Contract. The County and its representatives and designees shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Auditors selected and paid for by the County Will conduct audits. Audits shall be conducted in accordance with generally accepted auditing standards and/or audit procedure and guidelines of the County. The Contractor Shall fully cooperate with the County or its auditor(s) during audits and inspections, and promptly Provide all requested documentation.
3. The Contractor may be required to sign a "Certificate of Current Cost or Pricing Data."

C. Proof of Compliance with Contract

The Contractor shall, at any time when requested, submit to the County properly authenticated documents or other satisfactory proofs as to the Contractor's compliance with such requirements.

In addition, the Contractor will permit the County, the State of Washington Department of Transportation (WSDOT), and, if federally funded, the FTA and the Comptroller General of the

United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

3.15 Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts, which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

The Contractor shall, when requested by the Contract Administrator, provide documentation indicating the recycled materials used and their proportion of the total value of the end product. Where recycled materials were available but non-recycled materials were actually used, in whole or in part, the Contractor Shall furnish the content by price/volume of recycled and non-recycled material used, and Shall furnish an explanation of the reason that recycled materials were not used.

3.16 Conflicts of Interest - Current and Former Employees

The County seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former County employees in transactions with the County. Consistent with this policy, no current or former County employee may Contract with, influence, advocate, advise, or consult with a third party about a County transaction, or assist with the preparation of Proposals submitted to the County while employed by the County or within one (1) year after leaving the County's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a County employee.

All bidders, Proposers, vendors or contractors who anticipate contracting with the County must identify at the time of offer, such current or former County employees involved in preparation of bids/Proposals or the anticipated performance of the Work or Services if awarded the Contract. This information should be included in "Current or Former County Employee Disclosure Form" (supplied if requested). Failure to identify former County employees involved in this transaction may result in the County's denying or terminating this Contract. In addition, after award, the Contractor is responsible for notifying the County's CA of current or former County employees who may become involved in the Contract any time during the term of the Contract.

3.17 Non-Discrimination and Equal Employment Opportunity

Part 1. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.
- B. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

- C. Compliance with Laws and Regulations. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders, rules and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Contractor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- D. Small Business and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
 2. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
 4. Establishing delivery schedules, where the requirements of this contract permit, that encourages participation by small businesses, including M/WBEs.
 5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
 6. Using the services of available community organizations, contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
 7. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at (360) 753-9693.
- Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
 2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 3. Utilizing the services of available community organizations, contractor groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- E. Equal Employment Opportunity. The Contractor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- F. Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this

Contract shall engage in unfair employment practices. It is an unfair employment practice for any:

1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;
 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
 7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.
- G. Record-Keeping Requirements and Site Visits. Unless a longer retention period is provided for in Section 3.15 of this Contract, the Contractor shall maintain, for at least 12 months after completion of all work under this Contract, the following:
1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 2. Records, including written quotes, bids, estimates or Proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).

The County may visit, at any time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

- H. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

Business Development and Contract Compliance Section
Business Relations and Economic Development
King County Courthouse
Mail Stop: KCC-EX-0402
516 3rd Avenue, Rm. 550
Seattle, WA. 98104-3271
Phone: (206) 205-0700
Fax: (206) 205-0719

The County will not execute any agreement or contract without prior receipt of fully executed forms listed in paragraph A above.

4 SECTION - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

4.1 Contract Documents and Precedence

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence as listed on the "Contract", page i.

4.2 Contract Term

The term of this Contract shall be one (1) year, commencing on the date of the Contract. Upon written notice by King County, this Contract may be extended for an additional one-year period. During the extension period, all terms and conditions of this Contract shall remain in effect except those that may be amended for the extension period.

4.3 Notices

All notices or reports which are required or may be given pursuant to this Contract Shall be in writing and Shall be deemed duly given when delivered to the respective Executive offices of Contractor and County at the address first set forth below.

King County

Contractor

(To be determined)

For contractual questions contact:
King County Accessible Services Section
M.S. EXC-TR-1240
Exchange Building, 12th Floor
821 Second Ave.
Seattle, WA. 98104-1598
Attn: Al Pelton
(206) 263-3108
al.pelton@metrokc.gov

Contract award will occur when King County signs the Contract and issues the Contract. No other act of the County shall constitute Contract award. The Contract is a computer-generated document with the awarded Contract number referencing the Contract and describing the awarded goods and/or services. The Contract will establish the Contract value and incorporate the terms of this document, but will not be the authorization for the Contractor to proceed.

4.4 Nondisclosure of Data

Data Provided by King County either before or after Contract award shall only be used for its intended purpose. Proposers, vendors, Contractors and Subcontractors shall not utilize or distribute the King County data in any form without the prior express written approval of King County.

4.5 Non-Disclosure Obligation

While providing the Service required under this Contract, the Contractor might encounter licensed technology, software, documentation, drawings, schematics, manuals, data or other materials marked "Confidential", "Proprietary" or "Business Secret". The Contractor Shall, with regard to such information and material received or used in performance of this Contract, employ practices no less than those used for the protection of the Contractor's own confidential information.

The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from King County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Agreement; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to King County's or the third (3rd) party's confidential information. The Contractor may disclose confidential information if so required by law, provided that the Contractor notifies King County that the third (3rd) party of such requirement prior to disclosure.

4.6 Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, Will be available for inspection and copying by the public.

If a Contractor considers any portion of the any documents which may be delivered to King County pursuant to this Contract to be protected under the law, the Contractor shall clearly identify each such item with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of any such document, the County will determine whether the document should be made available under the law. If the document or parts thereof are determined by King County to be exempt from public disclosure, King County Will not release the exempted document. If the document is not exempt from public disclosure law, the County Will notify the Contractor of the request and allow the Contractor five (5) Days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County Will release the document deemed subject to disclosure. By signing a Contract, the Contractor assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

4.7 Changed Requirements

New federal, state and county laws, regulations, ordinances, rules, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements will be implemented through Subsection 3-2, Change Orders.

4.8 Counterparts

This Contract may be signed in two (2) counterparts, each of which shall be deemed an original and which shall together constitute one (1) Contract.

4.9 Severability

Whenever possible, each provision of this Contract will be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof Will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision will be severed from the rest of this Contract and ignored. The invalidity, illegality or unenforceability of any provision will not affect the validity, legality or enforceability of any other provision of this Contract, which will remain valid and binding.

5 SECTION - INSURANCE REQUIREMENTS

5.1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and Shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that King County received notice at least 45 Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of King County, deliver to King County all such policy of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.

Failure to provide such insurance in a time-frame acceptable to the King County Shall enable King County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

5.2 Insurance Requirements

- A. The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy Shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

- B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

- 2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that Services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section shall mean any Services provided by a licensed professional.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

5. Employers Liability or "Stop Gap":

The protection provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, Personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors and Omissions: \$1,000,000.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. General Liability Policy:
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor with this Contract.
 - b. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the contractor in any way.
 - c. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies Shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy Shall be or become unsatisfactory to the County, the Contractor Shall, upon notice to that effect from the County, promptly obtain a new policy, and Shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors, as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

H. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and policies pertaining to safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

SECTION 6 - SCOPE OF WORK THE WHEELCHAIR ACCESSIBLE TAXICAB (WAT)

PILOT DEMONSTRATION PROJECT

1. Demonstration Project Summary

King County, through its Metro Transit Division, Accessible Services Section, and King County's Licensing Division will coordinate a one to two-year demonstration project to provide accessible taxicab service to people who use wheelchairs (and other mobility aids that require the use of a ramp-equipped vehicle) in King County. For the demonstration project, the County will provide eight (8) accessible taxicab vehicles to be operated within King County by an independent taxicab Driver Group that will charge the same taxicab rates as non-accessible taxicabs. The service will prioritize use for people who use wheelchairs but will also be available to the general public.

Demonstration Project Goals

1. To test the economic viability of privately owned and operated accessible taxicabs that provide on-demand service to private-pay passengers at taximeter rates.
2. To assess the need for accessible taxicabs and estimate how many may be necessary to provide responsive service.

Project Model

1. The project will initially provide accessible taxicab service daily from 6:00AM to 2:00AM in King County for people who use wheelchairs. In 2006 or 2007, the service may be expanded to 24-hour service, seven days a week depending on the operational/economic success of the drivers and public demand for the service.
2. Oversized mobility aids that exceed 48" in length, 30" in width or are greater than 600 pounds (passenger + mobility aid) cannot be carried/accommodated in the accessible taxicabs.
3. The project provides curb-to-curb service at regular taxicab rates. At the driver's discretion, door-to-door service may be provided at no extra charge.
4. Response time during peak hours, if called 24 hours in advance, should be less than 30 minutes in Seattle and less than one (1) hour in King County. Response time during off-peak hours should be less than 15 minutes in Seattle and less than 30 minutes in King County.
5. Response time for same day service during peak hours should be less than 45 minutes in Seattle and less than two (2) hours in King County. Response time during off-peak hours should be less than 30 minutes in Seattle and less than one (1) hour in King County.
6. Standard response times do not apply if compliance becomes impracticable during natural disasters, severe inclement weather or civil disturbance.
7. Drivers may provide service outside the service area boundaries described below as long as private-pay individuals who use wheelchairs and who live within the service area boundaries have priority for the service at all times. Accessible taxicab rides cannot be turned away and average response times must meet the goals of the demonstration project.
8. Project Service Area Boundaries
 1. North boundary: King County border
 2. South boundary: King County border
 3. West boundary: Puget Sound
 - East boundary: Eastern border of the following zip codes:
 - 98072 (Woodinville but not Duvall)
 - 98053 (Redmond but not Carnation)
 - 98074 (Sammamish but not Fall City)
 - 98075 (Sammamish but not Fall City)

- 98029 (Issaquah but not Fall City)
- 98027 (Preston but not Snoqualmie)
- 98038 (Maple Valley/Hobart but not Ravensdale/Cedar Falls)
- 98042 (Kent/Covington but not Black Diamond)
- 98092 (Federal Way/Auburn/Pacific but not Krain/Enumclaw)

2. Vehicles

King County will provide eight (8), lowered-floor mini-vans that have been previously used. Each van will be configured as follows:

- Seats three to four passengers (rear bench seat for two to three passengers).
- Vehicle holds at least one standard or power wheel chair.
- Passengers who are ambulatory will enter the vehicle from the front passenger-side door (the front passenger seat will have been previously removed from the van).
- Passengers using a mobility aid will enter the vehicle from the rear passenger-side door (a manual wheelchair ramp adjacent to the rear door folds down).

Vehicle Maintenance and Repairs

All vehicles will be managed by the Driver Group/primary driver in accordance with the Vehicle Bailment Contract (See Attachment D).

The Driver Group/primary driver will be responsible for performing regular cleaning, vehicle preventative maintenance (PMI) and repairs as required in the Vehicle Bailment Contract.

The cost of general maintenance and repairs will be the responsibility of the Driver Group/primary driver that operates the vehicle(s).

King County will be responsible for the cost of performing major engine and transmission repair not related to operator negligence.

Vehicle Accident and Damage

In the event that a vehicle is wrecked and not considered by the County to be repairable (totaled), the primary driver or Driver Group is responsible for payment to the County for the vehicle loss based on current fair market appraisal/value. The County will not be able to replace the vehicle.

Vehicles not in Service

When vehicles are not in service, they shall be stored in an enclosed building, private driveway or a well lighted secure parking lot approved in advance by the County.

Supply of Additional Vehicles

In the event that additional King County only accessible taxicab licenses are made available during the project, the Driver Group will be asked to provide (purchase, if necessary) additional accessible vehicles beyond those supplied by the County. If additional vehicles are required, the County will negotiate a change order to this contract with the Driver Group.

All vehicles used in this project must meet all Federal Motor Vehicle Safety Standards ("FMVSS") and applicable Americans with Disabilities Act ("ADA") requirements and be approved by the County.

Fare Meters

Fare Meter is to be provided and installed by the Driver Group. Taxi fare meters must be "zeroed" by the City of Seattle before beginning the project. If new meters are used, at any point during this project, they must be "zeroed" before being used in service.

Digital Security Cameras

Digital Security Cameras are to be provided and installed by the Driver Group. The cameras must be of the type required per the City of Seattle rule 6.310.320.S.

4. Accessible Taxicab Licenses

1. Eight (8) temporary dual accessible taxicabs (AT) licenses for Seattle and King County will be issued to the eight (8) drivers designated as the primary taxicab operator/drivers. The Driver Group must also include at least eight additional duly licensed and qualified for-hire drivers who will operate other shifts.
2. The Primary Driver's dual accessible taxicab-license is only valid if the Primary Driver is part of the Driver Group and operates an accessible taxicab that has been properly equipped and approved by King County for use during the demonstration project.
3. The Primary Driver's dual taxicab license is non-transferable. The dual taxicab licenses expire annually and will be renewed free-of-charge for the duration of the demonstration project, which is currently scheduled for one to two years.
4. Dual taxicab licenses are only valid for the duration of the demonstration project. Any licenses issued pursuant to this demonstration project shall be promptly returned to the County at the conclusion of the project.
5. Dual taxicab licenses allow drivers to operate as regular taxicabs and provide taxicab service to ambulatory passengers through computerized dispatch service or taxicab zones.
6. Should a primary taxicab operator/driver leave the Driver Group during the demonstration project, the dual taxicab license may be reassigned to another eligible driver chosen by the Driver Group and approved in advance by King County.

5. Contracted Service other than Project specific Accessible Taxicab Rides

The Driver Group or primary drivers may enter into separate contract service with organizations such as King County's ACCESS Transportation. However, it is subject to the following limitations:

1. Contract service should not absorb more than 50% of the accessible taxicab fleet at any hour.
2. Accessible taxicab rides from private pay customers cannot be turned away, and response times established for this project must be met.

6. Driver Group Requirements

1. The Driver Group selected for the demonstration project must be a legal entity (corporation, partnership, joint venture) properly licensed and registered to do business in Washington State and must obtain a Washington State Business License and registration.
2. The Driver Group must submit monthly trip and expense reports as requested by King County (see item 13).
3. The Driver Group must pay for drug testing for each driver throughout the duration of the demonstration project.
4. The Driver Group must accept King County taxi scrip pursuant to the protocol set forth at Attachment C, which is made a part of this Contract by reference.
5. The Driver Group must designate a person to be the representative of the drivers.
6. The Driver Group must demonstrate adequate vehicle insurance and such insurance shall be maintained in full force and effect at all times during this demonstration project.
7. The Driver Group/Contractor must sign the Vehicle Bailment Contract set forth at Attachment D, which together with its Exhibits 1-3 is made a part of this Contract by reference.
8. The Driver Group must notify King County, in writing, of any change of drivers.

9. The Driver Group must notify King County within 24 hours of any vehicle accident/incidents and or driver infractions/incidents.
10. The Driver Group must provide all service/driver complaint or commendation information upon request.

7. Driver Requirements

1. Prioritize all service for private-pay individuals who use a wheelchair (or mobility aid that requires the use of an accessible equipped vehicle) living within the service area boundaries. Accessible taxicab rides cannot be turned away or skipped. Average response times must meet the requirements of the demonstration project.
2. Submit daily expense and taxicab trip reports to the Driver Group.
3. Use a King County computerized dispatching service.
4. Accept major credit cards (including Visa and MasterCard) and King County Metro taxi scrip, pursuant to the protocol set forth at Attachment C.
5. Allow for random vehicle inspections and abide by all other King County/City of Seattle taxicab rules and regulations, including compliance with all provisions of Chapter 6.64 of the King County Code, as now adopted or as may from time to time be amended, which is made a part of this Contract by reference, and the requirements of which shall apply to this Contract.
6. Comply with all other applicable federal, state and local laws, rules and regulations, and maintain all required licensure and insurance at all times during the demonstration project.
7. Participate in random drug testing throughout the duration of the demonstration project (paid for by the Driver Group).
8. Work with the other drivers in the Driver Group to provide accessible taxicab coverage during the service area hours and within the service area boundaries of the demonstration project.
9. The Primary Driver shall operate the vehicle on average of 40 hours a week and 40 weeks out of the year.
10. Successfully complete the Passenger Assistance/Paratransit driver training (provided by King County).
11. Provide accessible taxicab service for the duration of the demonstration project as required in the Proposal. Failure to meet the requirements of the Proposal by an individual driver may result in their immediate dismissal from the project (the Driver Group would be allowed to replace the driver with a new eligible driver approved by King County). Failure to meet the requirements of the Proposal by the Driver Group may result in the cancellation of the contract, which will result in the nullification of the accessible taxicab licenses and require the return of all licenses, vehicles and property owned by King County.
12. All drivers must meet the following requirements to be eligible to participate in the demonstration project:
 - Must be a U.S. Citizen or be legally authorized to work in the United States. Must be able to provide proof of citizenship or legal work status.
 - Minimum of three (3) years experience driving licensed taxicabs in Seattle or King County.
 - Hold a valid Seattle or King County for-hire driver's license.
 - Have a good driving record – no more than two (2) citations for moving violations within the last three (3) years. No at fault accidents within three (3) years.
 - Pass a criminal background check with no criminal convictions within the past ten (10) years.
 - Be proficient in English. Drivers must have a score of 80 or higher on the Licensing Division's newly required taxicab driver written/oral exam.

8. Driver Incentives

1. The acquisition of (temporary) accessible taxicab licenses valid for one year with a one year extension possible during the demonstration project (\$300 Licensing fee waived during the demonstration project).
2. The use of accessible vehicles purchased and owned by King County.
3. The opportunity to operate as a taxicab providing service to both ambulatory passengers and people who use wheelchairs or other mobility aids that require the use of a accessible vehicle.

9. Process for Proposal Selection

1. A competitive process conducted by King County requesting a Driver Group to apply for the eight accessible taxicab licenses. The Driver Group must meet the requirements listed above. The Driver Group must meet the requirements listed in this Proposal.
2. The Driver Group submitting a Proposal, which ranks highest and best meets King County's requirements and goals will be chosen to provide service for the demonstration project.
3. The Proposal will be advertised in the newspaper and information will be sent to individuals and associations in the local taxicab industry that have requested the Proposal document.

10. Start-up Expenses Covered by King County

The County will provide the following:

Item
Passenger Assistance Training for all drivers
Real-Time vehicle tracking/monitoring system (if necessary)*
Replacement and or overhaul of engine and transmissions
Vehicle maintenance preparation

*King County retains ownership of the vehicles real-time vehicle locating system.

11. Accessible Taxicab Operating Expenses

The Driver Group will be responsible for all of the operating expenses associated with meeting the requirements of the accessible taxicab demonstration project, except as noted above.

12. King County's Random Drug Testing Program

1. King County has an umbrella contract for random drug testing that can be utilized by internal agencies and external sub-contractors. Sub-contractors can be billed for their eligible expenses associated with King County's drug testing program.
2. The Drug testing program complies with Federal guidelines for any agency providing sub contracted service for King County Metro and transit related transportation service.
3. All members of the Driver Group will be subject to the testing. Testing positive, refusing to report for the test or refusing to test will result in immediate expulsion from the Driver Group as well as a five-year ban for providing any transit related transportation service. Re-instatement requires drug counseling and other Federal requirements. Testing positive or refusing a test does not affect the ability of a member to operate a taxicab for another taxicab association.

4. Estimated expenses associated with the drug testing program are as follows:
 - \$42 for drug testing (includes confirmation of results)
 - \$15 for alcohol testing
 - \$15 for alcohol confirmation (conducted if the first test is positive)
 - \$100 for additional confirmation of a positive drug test upon request of the driver (if the driver can not pay, King County must pick up the cost). This test requires using the unused portion of the same urine sample.
 - \$50 shy bladder or lung test.

All expenses and fees listed above are subject to change.

13. Random Drug Testing Process

1. All eligible drivers (from all participating agencies and workgroups) each quarter are entered in a pool. 40% are randomly chosen for drug and alcohol testing. 10% are randomly chosen for alcohol testing only. The testing is mandatory but confidentially is assured. There are currently about 300 names in the pool.
2. When a member of the Driver Group is chosen, they will be contacted by dispatch after their last taxicab trip (using a code name chosen by the Driver Group) and given a short time frame to report to the drug testing site. Failure to report in the reasonable time frame given will be interpreted as a "refusal to report."
3. If a member of the Driver Group can not produce a urine test immediately – they can be held for up to three (3) hours and asked to drink up to 40 ounces of water until they are ready. If they are still unable to produce a urine test, the driver will be given a shy bladder test by a medical professional. If the medical professional can not diagnose a reason why the driver could not participate in the drug test, the driver will be determined to have "refused the test".
4. If a member of the Driver Group can not produce enough air for the alcohol Breathalyzer test, they will be given a shy lung test by a medical professional. If the medical professional can not diagnose a reason why the driver could not participate in the alcohol Breathalyzer test, the driver will be determined to have "refused the test".
5. Drug testing is also required for accidents where:
 - A fatality occurs
 - An injury occurs to a person that requires immediate transportation AND if it appears that the driver may have contributed to the accident.
 - A vehicle involved is towed AND if it appears that the driver may have contributed to the accident.

14. Monthly Reporting and Data Access

1. The following information must be provided by the fifth (5th) day of each month, beginning with the second month.
2. King County must have full access to the web-based dispatching system so they can print reports, track vehicles and monitor service.
3. All of the data requested below should be collected through the automated dispatching system:
 1. Pick-up address
 2. Requested pickup time
 3. Actual pickup time
 4. Drop-off address
 5. Actual drop-off time

6. Actual miles per trip
7. Actual fare (sorted by payment type: cash, credit, taxi scrip)
8. Accessible ride? Yes/No
9. Type of ride (contracted, dispatched, taxicab stand or other)
10. Number of rider "No-show"
11. Number of driver "No-show"
12. Monthly driver expenses (Vehicle maintenance, vehicle repairs, insurance and fuel)
13. Number of miles driver each day by shift
14. Number of vehicles in use by hour each day.
15. Number of rider complaints, nature of the complaint, corrective action taken by the Group/driver.
16. Total miles driven per month per vehicle.

SECTION 6 - PART 2 - Proposal Submittal Questions

Driver Group Information

- The following information is required:

Driver Group Name: _____

Business Address: _____

City: _____

Phone Number: _____

Cell Phone Number: _____

FAX number: _____

e-Mail address: _____

Driver Group/Business Manager's Name _____

(This individual is the representative of the Driver Group)

- Who are the two (2) persons that will act as the lead driver representatives for this project? They, along with the business manager, will be responsible for coordinating the project, enforcing the drug testing program and communicating with King County on a regular basis.

Name: _____ Phone Number: _____

Name: _____ Phone Number: _____

1. Wheelchair Accessible Taxicab Operation Plan

- 1.1 Complete a Driver Report Form for each driver (see attached E)

Designate eight (8) individuals to have the dual taxicab licenses issued in their name. They will be considered the primary drivers.

- 1.2 Name any driver(s) that have been arrested, charged, convicted or been jailed/booked or in confinement. Please include the date of any infractions.
- 1.3 Have all of the drivers passed the Basic English Skills Test? What were their scores?
- 1.4 Provide the name(s) of the insurance company that will be used for this project. What is their A. M. Best Rating?
- 1.5 Provide a photocopy of the Driver Group's City of Seattle and the Washington State Master Business License(s). If the Proposer does not currently have a license, then it must be provided prior to execution of the contract.
- 1.6 Describe how the Driver Group will process Metro Taxi Scrip and reimburse the drivers.
- 1.7 Describe the Driver Group's drug and alcohol testing program. Which testing facility and program will be used? Who will pay for the testing costs?
- 1.8 All drivers need to accept major credit cards. Explain what the Driver Group has done or will do to set up the infrastructure needed to accept credit cards.
- 1.9 Accessible Taxicab rides may only represent 2-5% of your daily rides. What is your plan for earning additional taxicab income outside of project specific rides.
- 1.10 Describe the Proposer's method for retaining drivers. Include a description of how the Driver Group will handle driver discipline for poor performance.
- 1.11 Should a driver leave the project, describe the process for selecting new drivers. What are desirable driver qualities?
- 1.12 How will the Driver Group handle an on-the-road vehicle breakdown? What would be done if a passenger in a wheelchair is on board?

- 1.13 Describe your driver staffing plans for service days and holidays. Who will drive which shifts and how long is each shift? Where will the eight accessible taxicab vehicles be stationed or located in King County service requirements can be best managed?
- 1.14 Describe the back-up plan for covering a shift when a driver reports sick.
- 1.15 The accessible taxicab service area is very large. What is your plan to minimize late pickups for accessible taxicab rides that are dispatched?
- 1.16 What is the Driver Group's experience in providing transportation service to persons with disabilities?
- 1.17 Driving people with disabilities may require special skills. What additional instruction will be provided to the drivers?
- 1.18 Describe how driver performance will be tracked, and what performances will be measured.
- 1.19 Describe the Driver Group's plan for prioritizing accessible taxicab rides.
- 1.20 Describe the Driver Group's emergency response plan for handling a medical emergency on board the van.
- 1.21 Describe the Driver Group's marketing plan for this project. How do you plan to promote accessible taxicab service to people who use mobility aids that require an accessible vehicle? How do you plan to promote regular taxi cab service to the general public?

2.0 Customer Service Plan

- 2.1 Describes the Driver Group's complaint investigation and resolution process.
- 2.2 Describe the Driver Group's vehicle and passenger incident investigation process.
- 2.3 Describe how passenger suggestions for service improvement will be reviewed.
- 2.4 Describe how the Driver Group will ensure that drivers do not refuse or skip an accessible taxicab ride request. What action would be taken, by the Driver Group's lead driver representative or business manager, if a primary driver or shift driver is found to be refusing or avoiding a accessible ride (be specific).
- 2.5 What is your plan to ensure that drivers are delivering courteous service?
- 2.6 What is the Driver Group's policy for assisting passengers, who use mobility aids, with packages? Will the driver take packages to the door?

3.0 Driver Performance

- 3.1 Describe your plan for tracking information on a driver, such as traffic violations, driver license status/renewal, arrests/convictions, and completion of on-going training.
- 3.2 Describe how the Driver Group will ensure that a driver reports back, to them, after being charged with a felony or driving infraction.
- 3.3 Describe how the Driver Group will ensure that drivers do not operate an unsafe van.
- 3.4 Describe the process that will be used to inform King County of accidents and or driver and passenger incidents.

4.0 Vehicle Maintenance

- 4.1 Describe how vehicles will be protected and secure when not in use.
- 4.2 Describe how vehicle preventative maintenance, as outlined in the Vehicle Bailment Contract (see Attachment D) will be completed in a timely manner.
- 4.3 Describe where the vehicles will have maintenance and repairs performed. What are the qualifications of this shop? **King County must approve the service shop prior to work being performed on the vans.**
- 4.4 What is the plan for keeping the vehicles clean (inside and out)?

5.0 Additional Vehicles

- 5.1 King County will initially have eight (8) dual accessible taxicab licenses and minivans available for accessible taxicab service. In the event that eight additional King County-only accessible taxicab licenses are made available during the project, can the Driver Group provide additional accessible vehicles? If "No" please explain. If "Yes", describe a plan for adding accessible vehicles. Include information on vehicle cost, availability, chassis manufacturer, ADA converter, year, make, model, and describe the seating plan. All vehicles must meet applicable ADA and FMVSS standards. Wheelchair securement equipment should be for two securement areas, manufactured by Q-Straint, type: QRT Max with shoulder belt.
- 5.2 Does the Driver Group have a Letter of Credit (LOC) established with a local bank? If yes, please attach a copy of the LOC?

6.0 Automated Dispatching System*

- 6.1 Describe the computerized dispatching service the Driver Group plans to use. Name the service and describe their automated dispatching system software and its reporting capacity. Will the software be able to provide reports described in the Scope of Work, item 13? Will the software be able to distinguish requests for accessible taxicab rides from standard taxicab rides?
- 6.2 If the Driver Group is not using a local and established computer dispatching service which has name recognition and customer reference, what is the Driver Group's plan to provide regular taxicab rides?

If you are planning to use your own computerized dispatching system, please explain in detail your marketing and business plan for generating enough daily revenue for eight (8) accessible taxicabs during the first 60 days of service. Your plan should address the likelihood that: (1) ride requests from people who use wheelchairs calling for an accessible taxicab trips could be equal to 0-4 rides a day, and (2) sub-contracted ride provide from King County/Metro could be equal to 15 - 40 rides a day. A total of 15 - 42 rides (equal to about a 15-mile trip) would be split between the accessible taxicab drivers who operate a vehicle between 6AM and 6PM. Other than waiting at taxicab stands, what will the Driver Group do to create revenue or promote your service with the general public in Seattle/King County? In your business plan, what is the net profit you estimate each driver will generate on a daily basis during the first 60 days? Please provide the name of the computer dispatching system/software that will be used for this project.

ATTACHMENT A - RESPONSE FORM

When submitting a "No Proposal," mail this completed form to King County Accessible Services Division, Mailstop EXC-TR-1240, Exchange Building, Twelfth Floor, 821 Second Avenue, Seattle, Washington, 98104-1598.

Title: Wheelchair Accessible Taxicab (WAT) Pilot Demonstration Project

☐ Cannot comply with Scope of Work/Specifications

☐ Cannot meet service requirements

☐ Do not regularly provide this type of service

☐ Other (please specify) _____

Explanation of reason(s) checked:

Please state below firm name, address and telephone number:

Signature

Date

Type or Print Name and Title of Signer

ATTACHMENT B - PROPOSAL SUBMITTAL FORM

Proposal Due Date: **December 8th, 2005** Time: **2p.m.**

Contact: Al Pelton

Title: Wheelchair **Accessible Taxicab (WAT) Pilot Demonstration Project**

Phone: (206) 263-3108

The undersigned as Proposer declares that we have examined all of the Contract documents herein contained and that we Will Contract with King County on the form of agreement provided herewith to do everything necessary for the fulfillment of the Contract on the terms and conditions herein contained.

We certify that this Proposal contains no conditions or modifications to the Proposal requirements. We acknowledge that **Addenda numbered _____ to _____** have been delivered to us and have been examined as part of the Contract documents.

If our Proposal is accepted, we agree to furnish all applicable licenses, the required evidence of insurance and to perform the other acts which are conditions precedent to formation of the Contract within ten (10) calendar days after receiving written notice of award.

We further agree, if our Proposal is accepted and a Contract for performance of the Work is entered into with King County, to so plan the Work and to prosecute it with such diligence that all of the Work Shall be completed within the times stipulated in the delivery schedule of the purchase order.

We further agree to comply at all times with the King County Code Chapter 6.64, as currently adopted or as may from time to time hereafter be amended, and all other applicable federal, state and local laws, rules and regulations applicable to the Work and the provision of services hereunder, whether of not such laws, rules and regulations are specifically identified in the Contract documents.

DECLARATION

By signing this proposal, I hereby declare, under penalty of perjury under the laws of the State of Washington that the following statements are true and correct:

1. The undersigned Person(s), firm, association, partnership, joint venture or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. By signing the signature page of this Proposal, the undersigned person, business organization, and/or legal entity is deemed to have signed and agreed to the provisions of this declaration; the terms set forth in this request for proposal and authorized the signature below.
3. In preparing this proposal, the Proposer has not been assisted by any current or former employee of the County whose duties relate now or have related in the past to this Proposal or prospective agreement, and who was assisting in other than his or her official public capacity. Neither does such a Person nor any member of his or her immediate family have any financial interest in the outcome of this Proposal. Any exceptions to these assurances are described in full detail on a separate page and attached to this Proposal Submittal Form.

Internal Revenue Service (IRS) Reporting Requirements

Check one: Corporation Partnership **Joint Venture** Sole Proprietor Other

Identify: State of Incorporation: _____

Provide one: Federal Tax Number _____ Social Security Number:

Identify: UBI Number _____ Business License Number: _____
What is the official name registered with the IRS for this number: _____

ATTACHMENT C - KING COUNTY TAXI SCRIP- SCRIP REIMBURSEMENT PROTOCOL

The County sells County scrip ("Scrip") at less than its face value to eligible elderly persons and persons with disabilities who are registered with the County's Paratransit OPTIONS Program ("Program Participants") to assist them in accessing multiple transportation options.

The County has entered into agreements with taxi companies and operators for the companies and operators to accept Scrip from Program Participants and submit properly accepted Scrip to the County for reimbursement. The County recognizes, however, that taxi companies and operators may not provide taxi service to all areas within King County or may not provide service with vehicles which meet the transportation needs of Program Participants, and, therefore, there may be Program Participants who desire but do not have such services readily available.

Pursuant to the Wheelchair Accessible Taxicab (WAT) Pilot Demonstration Project, the Contractor will operate for-hire vehicles under the business name of _____ and transport persons within King County.

The Contractor is required to participate in the County's Scrip program by collecting and presenting for reimbursement the Scrip accepted from Program Participants by the Contractor.

To assist Program Participants to access multiple and appropriate transportation options in King County, the County will reimburse the Contractor for Scrip accepted by the Contractor according to the terms and conditions of this Protocol.

TERMS AND CONDITIONS

1. SCRIP PRODUCTION AND SALE

The County will produce and sell Scrip to Program Participants.

2. ELIGIBLE TAXI TRIPS

Scrip accepted by the Contractor/Driver Group or its drivers shall be eligible for reimbursement by the County only if the following conditions are met:

- a. The entire trip for which Scrip was accepted was within the boundaries of King County;
- b. The Scrip was presented to the Contractor/Driver Group or one of its drivers by the Program Participant taking the trip;
- c. The Program Participant taking the trip and presenting the Scrip also presented a valid Regional Reduced Fare Permit bearing a sticker with a Paratransit OPTIONS Program identification number;
- d. The face amount of the Scrip accepted did not exceed the Contractor/Driver Group's published rate allowable under applicable law and regulations for the distance and duration of the trip provided to the Program Participant. As an example and without limiting the foregoing, Scrip accepted in payment of a tip or gratuity to the driver or others will not be reimbursed by the County; and
- e. All other terms of this Protocol have been met by the Contractor/Driver Group and its drivers.

3. SCRIP USE INFORMATION

The Contractor/Driver Group will complete a Scrip tally sheet providing the following information as to each trip for which Scrip reimbursement is requested.

- a. Name of Operator;
- b. Name of driver, as licensed;
- c. Vehicle number;
- d. Date of trip;
- e. Name of Program Participant taking the trip;
- f. Program Participant's Paratransit OPTIONS Program identification number;
- g. Total number of passengers in vehicle, including those not using Scrip;
- h. Distance of trip in miles;
- i. Duration of trip in minutes; and
- j. Total fare for the trip taken by Program Participants using Scrip.

The Contractor/Driver Group shall ensure that the tally sheet is complete before it submits any Scrip for reimbursement. Scrip that is not accompanied by a completed tally sheet shall not be reimbursed. Incomplete tally sheets shall be returned to the Contractor/Driver Group for correction and resubmission.

4. REIMBURSEMENT METHOD

Not more often than once each month, the Contractor/Driver Group will submit to the County the Scrip collected, the tally sheet(s) documenting each trip as specified in Section 3 of this Protocol for which Scrip was accepted during the preceding month, and a completed Scrip summary sheet in such form as may be provided by the County. The Scrip shall be separated as indicated on a Scrip summary sheet. The Scrip and tally summary sheets shall be submitted (between 8:00am and 11:00am Monday through Friday) to:

King County Metro
Revenue Process Center
640 South Massachusetts
Seattle, WA 98134

The County will reimburse the Contractor/Driver Group for the face value of valid Scrip which was accepted and submitted in accordance with this Protocol and is accompanied by completed summary and tally sheet(s) which accurately reflect the conditions under which the Scrip was collected by the Contractor/Driver Group. The County will only make reimbursement payments directly to the Contractor/Driver Group, not any of its drivers.

The County will make payment to the Contractor/Driver Group within 30 calendar days after the date the Scrip and fully completed tally and summary sheets are received by the County.

Funding for reimbursements under this Protocol is conditional upon sufficient appropriations being made by the County Council for each calendar year.

VEHICLE BAILMENT CONTRACT

Covering

Wheelchair Accessible Taxicab (WAT) Pilot Demonstration Project Vehicles

Contract No. _____

Between

KING COUNTY

and

King County contract will be funded in part by the Washington State Department of Transportation (WSDOT). The WSDOT shall be party to any sub agreement



**King County
Accessible Services**

Exchange Building,
12th Floor
821 Second Avenue,
Suite 12
M.S. EXC-TR-1240
Seattle, WA 98104-1598

WHEELCHAIR ACCESSIBLE TAXICAB (WAT) VEHICLE BAILMENT CONTRACT

This Wheelchair Accessible Taxicab (WAT) Vehicle Bailment Contract (hereinafter the "Vehicle Bailment Contract") will be attached and incorporated by reference to the signed Wheelchair Accessible Taxicab (WAT) Pilot Demonstration Project Contract (the "Contract").

This Vehicle **Bailment Contract**, effective the _____ day of _____ 2005, is between King County, through its Department of Transportation, Metro Transit Division, Accessible Services Section, (hereinafter "the County") and _____, the Contractor/Driver Group. The Contractor/Driver Group is a legal entity duly formed and registered under the laws of the State of Washington.

Vehicles Subject to Bailment

The vehicles described on Exhibit 2, attached hereto and by this reference made a part of this Vehicle Bailment Contract, are the property subject to the terms and conditions set forth in this Vehicle Bailment Contract, referred to as the "Vehicles." The County reserves the right to add and delete vehicles from those described on Exhibit 2. Upon the Contractor/Driver Group taking possession and acceptance or redelivering to the County, such added and deleted vehicles shall be subject to all terms of this Vehicle Bailment Contract.

Term of Bailment

The term of this bailment shall commence on the effective date above and terminate on the County's final acceptance of on demand redelivery of the vehicles under this Vehicle Bailment Contract. The County may demand redelivery of the all Vehicles, or any number thereof, at any time prior to the expiration of this Contract by giving ten (10) days written notice to the Contractor/Driver Group of the County's intention to resume possession of the Vehicles. If the County resumes possession of all Vehicles, except as otherwise provided herein, this Vehicle Bailment Contract shall terminate at such time as the Vehicles have been redelivered to the County. If the County resumes possession of a portion of the Vehicles, this Vehicle Bailment Contract shall terminate as to such portion but remain effective for the Vehicles still in the possession of the Contractor/Driver Group.

Use of Vehicles

The Contractor/Driver Group shall use and operate the Vehicles solely for the purpose of providing accessible taxicab services as specified in the County's Wheelchair Accessible Taxicab (WAT) Pilot Demonstration Project Contract, which Contract is incorporated herein and made a part hereof by this reference as though fully set forth herein. The Contractor/Driver Group shall not use or permit the use of the Vehicles in a negligent or improper manner or in violation of any law, or so as to void any insurance covering the Vehicles, or permit the Vehicles to become subject to any lien, charge or encumbrance.

Compensation

The County is making the Vehicles available to the Contractor/Driver Group for the use set forth in the Contract and in this Vehicle Bailment Contract. The Contractor/Driver Group shall have no obligation to compensate the County for the Vehicles so long as the Vehicles are used

only as set forth herein. For any use other than that stated herein, the Contractor/Driver Group shall obtain prior written permission from the County and compensate the County in such amount as the County may, in its sole discretion, determine appropriate.

Possession and Acceptance

The Contractor/Driver Group shall take possession of the Vehicles from the County at one or more locations within King County as determined by the County. By accepting possession of the Vehicles, the Contractor/Driver Group acknowledges and agrees that it will be deemed to have (a) accepted the Limitation of Warranties set forth below, (b) inspected the Vehicles and concluded that they are in proper operating condition and are adequate and sufficient for the Contractor/Driver Group's uses as authorized hereunder, and (c) waived any right the Contractor/Driver Group may have to assert any defense against the County by reason of any defect in the Vehicles or any warranties, representations, service or maintenance agreements, expressed or implied, made by the manufacturer or distributor of the Vehicles or by any other person or firm; provided, that upon the Contractor/Driver Group's request, the County will consider a written limitation of items (a) and (c) only in [this Vehicle Bailment Contract](#) for vehicles added during the term of this Vehicle Bailment Contract.

Licensing and Registration

The County shall be responsible for registering the Vehicles and securing license plates for the Vehicles as required by the laws of the State of Washington. The Vehicles shall be registered in the name of the County. The County shall pay the annual registration and license fees, if any.

Maintenance, Repairs and Damage or Loss

The Contractor/Driver Group, at its sole cost and expense, shall maintain and repair the Vehicles, including all associated equipment, radios and mobility lifts on the Vehicles, as required and keep maintenance records as specified in Exhibit 1. The County shall not be liable for repairs, nor shall any such repairs be charged to the County except as such costs may be included in the Group's compensation under the Contract.

The Group assumes liability for all damage or loss from all causes except war (whether declared or undeclared) and lawful confiscation or order of any government or public authority. The parties understand and agree that the County has established the value of the Vehicles, and that the Group shall secure and maintain insurance insuring the Vehicles against damage or loss from all causes not excepted above.

Redelivery of Bailed Vehicles

On expiration of the term or the earlier termination of this Contract or as specified in the Accessible Taxicab Project Contract, the Group shall redeliver the Vehicles to the County by releasing the Vehicles to the County or the County's agent or by transporting or shipping the Vehicles as the County may direct. If the Group fails or refuses to redeliver all or any one of the Vehicles to the County, the County shall have the right to take possession of such Vehicles and remove them. For that purpose, the County shall be permitted to enter any premises where any of the Vehicles shall be, without being liable to any suit, action, defense or other proceedings by the Group. In the event any of the Vehicles become located on premises not under the control of the Group, the Group shall undertake legal and other actions to

immediately recover such Vehicles. If the Group fails or neglects to take such actions, the County shall do so and the Group shall reimburse the County for its costs, including attorneys' fees.

In the event the County determines the redelivered Vehicles, or any one of them, is damaged or in need of repair, the County will determine the cost to be paid by the Group either by having the needed work done or preparing or securing estimates therefore. The Group shall promptly pay the County the amount of the repairs.

Obligation to Insure

The Group shall obtain and maintain the following insurance coverages:

- A. General liability insurance with a combined single limit (CSL) of \$1 million, with the County included as an additional insured.
- B. Automobile liability insurance with a combined single limit of \$1 million with the County included as an additional "named insured". This coverage may be satisfied by obtaining a single policy or obtaining a primary automobile liability policy and an umbrella or excess liability insurance policy. Coverage shall be of a form acceptable to the County.
- C. Comprehensive and collision insurance for each Vehicle in an amount and manner sufficient to cover repair or replacement of the Vehicle.
- D. The Group shall maintain automobile liability, comprehensive and collision coverage for each Vehicle that remains in the Group's possession and control beyond the term of the Contract until possession and control of the last of such vehicles has been relinquished.
- E. The Group shall maintain workers' compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of workers' compensation laws. The Group shall make all payments arising from the performance of this Contract due the state of Washington pursuant to Titles 50 and 51 RCW.

The Group shall provide the County with certificates of insurance meeting the requirements set forth herein prior to taking possession of the Vehicles.

Drivers of Vehicles

The Group shall ensure that all Vehicles covered by this Contract shall be operated only by safe, careful, legally qualified, trained and properly licensed drivers as specified in the Accessible Taxicab Contract. As required and specified in the Accessible Taxicab project Contract, the Group shall obtain at the time of hire and at least annually thereafter, a motor vehicle report on each driver. Such reports shall be available to the County for inspection, review and copying during normal business hours. Drivers and the Group hereunder shall be considered the employees or contractors of the Group and not of the County. The Group shall be solely and completely responsible for the safety of its drivers and all other persons employed by the Group.

Compliance with Laws

The Group shall ensure that the Vehicles are not operated in excess of their respective rated maximum weights. If any Vehicle is damaged in any manner due to overloading, the Group shall pay the amount of any and all damages and losses the County may sustain on account of such damage.

The Vehicles covered by this Contract shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations applicable to the operation of such Vehicles. As to the use or operation of any such Vehicle, the Group shall defend and hold the County harmless from any and all fines, forfeitures or penalties for traffic or parking violations.

or for the violation of any other statute, law, ordinance, rule or regulation of any duly constituted public authority.

The Group shall ensure that the Vehicles are not used for any unlawful purpose or for the transportation of any property or material deemed extra-hazardous by reason of being explosive, inflammable or fissionable; provided, that oxygen systems and similar equipment required by persons transported by the Group shall not be deemed extra-hazardous under this Contract.

Title to Vehicles

The Vehicles shall at all times remain the sole and exclusive property of the County, and the Group shall have and acquire no right or property interest therein. The County shall have the right to display notice of its ownership of the Vehicles by affixing an identifying plate, stencil or other indicia of ownership on the Vehicles. The Group shall not transfer or deliver the Vehicles, or any one of them, to any other person or corporation.

Risk of Loss and Damage

The Group shall bear all risks of damage or loss of the Vehicles, or any portions of the Vehicles, not covered by insurance. All replacements, repairs or substitutions of parts or equipment shall be at the cost and expense of the Group and shall be accessions to the Vehicles. The Group, at all times and at the Group's expense, shall keep the Vehicles in good working order, condition, and repair, reasonable wear and tear excepted. The Group shall cause its employees and agents to take all reasonable steps to safeguard the Vehicles and to cooperate with the County in effecting recovery from any person or persons liable for loss or damage to any Vehicle.

Indemnification of the County

To the maximum extent permitted by law, the Group agrees to defend, indemnify and hold harmless the County and its officers, employees and agents from and against all liabilities, claims, actions, damages, losses, costs and expenses (including reasonable attorneys' fees and court expenses) for all injuries or death of any person, or damage to any property occurring, directly or indirectly, from the use and operation of the Vehicles, whether or not resulting from the negligence of the Group, except for injuries and damages resulting from the County's negligence or willful misconduct. The Group's indemnification obligation shall include, but not be limited to, claims and actions against the County and its officers, employees and agents by an employee or former employee of the Group, and as between the County and the Group, the Group expressly waives all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other workers' compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

The Group's obligation under this Section of the Contract shall continue after and survive the termination or expiration of the Contract for the maximum period of time allowed under law.

Termination

Time is of the essence of this Contract. The County may, by written notice to the Group, declare this Contract in default in the event the Group significantly fails to perform a material

provision of the Contract; provided, the written notice shall give the Group a reasonable opportunity, and in any event not less than ten (10) calendar days, to cure the default. If the default is not cured within the time specified in the notice, this Contract shall be deemed to be terminated.

In addition to termination for default, the County may terminate this Contract for its convenience by giving not less than thirty calendar days' written notice thereof to the Group.

Upon termination for default or convenience, the Group shall immediately redeliver the Vehicles to the County in accordance with the County's directions therefore. Once the Vehicles have been redelivered to the County and within thirty days of the effective date of termination, the Group may submit a claim for termination settlement if the termination did not result from default by the Group. The County will promptly consider and respond to the claim. In the event the County determines the Vehicles, or any one of them, is damaged or in need of repair, the County will determine the cost to be paid by the Group either by having the needed work done or preparing or securing estimates therefore. The Group shall promptly pay the County the amount thereof.

Termination of the Contract between the Group and the County under the terms and conditions of [Section 3.3 Termination of the Contract](#), will simultaneously result in the termination of this agreement according to the terms of this section.

Effect of Bankruptcy.

To the maximum extent permitted by law, this Contract shall terminate automatically without notice to the Group if the Group files a voluntary petition in bankruptcy, makes a voluntary assignment for the benefit of creditors, or is voluntarily or involuntarily adjudicated a bankrupt by any court of competent jurisdiction and an involuntary assignment of this Contract is made for the benefit of creditors, or if a petition for reorganization of the Group or for an arrangement with creditors is filed by or against the Group, or if a receiver is appointed for the Group's business, or if the Group permits or suffers any distress, attachment, levy or execution to be made or levied against any or all of the Group's property.

No Waiver

Failure by either party in any one or more instances to insist on the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Contract shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

Limitation of Warranties

The Group Acknowledges That The Vehicles Are Provided To The Group On An "As Is" Basis And That The County Has Made No Warranties Regarding The Vehicles, Including, Without Limitation, With Respect To The Body, Engine, Transmission, Drivetrain, Any Other Mechanical Parts, The Electrical System, Any Accessories And All Options On The Vehicles, Whether Express Or Implied, Including But Not Limited To Performance Guaranties And Implied Warranties Of Merchantability Or Fitness For A Particular Purpose, All Of Which Are Expressly Excluded.

Governing Law

This Contract shall be governed by and construed under the laws of the State of Washington. All claims and disputes that cannot be resolved by the parties shall be decided in the Superior Court of King County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between the County and the Group.

Succession

This Contract, together with all exhibits now or hereafter made a part, shall be binding on the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Assignments

Neither this Contract nor any interest herein may be assigned by the Group without the prior written consent of the County nor by operation of law. No Vehicle may be sublet or encumbered nor possession or use given to other than the Group's employees without the prior written consent of the County.

Notice Requirements

Any notice given under this Contract shall be in writing and given by sending such notice by registered mail, return receipt requested, with postage prepaid, addressed as follows, or at such other address as the party to be notified shall have last directed in writing, or by serving said notice personally on the Transit Director of the County and on the person who signs this Contract on behalf of the Group, as applicable:

The County: Transit Department
201 S. Jackson St.
Seattle, WA 98104

Attn: Transit Director – Kevin Desmond

Group: _____

The effective date of notice shall be the date of personal service or the date of receipt as shown on the return receipt, as applicable.

Amendment

This Vehicle Bailment Contract and the exhibits now or hereafter a part of this Vehicle Bailment Contract may not be amended or altered in any manner unless such amendment or alteration is in writing and signed on behalf of the parties. The parties agree that no modification of this Vehicle Bailment Contract will be binding unless such modification is in a writing that has been accepted and executed by both parties.

Entire Agreement

This Vehicle Bailment Contract, together with its Exhibits 1-3 and all other documents incorporated herein, including the Contract, constitutes the entire agreement between the Group and the County with respect to the delivery and redelivery of the Vehicles.

Conflicts of Interest and Non-Competitive Practices

The Group, by entering into this Contract with the County, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire such interest, which conflicts in any manner or degree with the use of the Vehicles under this Contract and

that it shall not employ any person or agent having any such interest. In the event the Group or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the County and take action immediately to eliminate the conflict or to withdraw from this Contract, as the County may require.

The Group, by entering into this Contract with the County, has thereby covenanted:

- A. That no person or selling agency except bona fide employees or designated agents or representatives of the Group has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
- B. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor/Driver Group or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Vehicle Bailment Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Vehicle Bailment Contract.

Joint Venture or Independent Contractor(s)

In the event the Contractor/Driver Group is a joint venture, the grants, covenants, provisos and claims, rights, powers, privileges and liabilities of the Vehicle Bailment Contract shall be construed and held to be several as well as joint. Any notice, order, direction, request or other communication required to be or that may be given under this Contract by the County to the Group shall be well and sufficiently given to all persons being the Group if given to any one or more of such joint venture partners. Any notice, request or other communication given under this Contract by any one of such joint venture partners or independent contractors to the County shall be deemed to have been given by and shall bind all joint venture partners and independent contractors being the Group.

In the event of the dissolution of the Contractor/Driver Group, the County shall have the unqualified right to select which joint venture partner, if any, shall continue performance under this Vehicle Bailment Contract, and such selected partner shall assume all liabilities, obligations, rights and benefits of the Group under this Contract. Such dissolution of the joint venture or an independent contractor shall not be affected without prior consultation with the County.

In the event of failure or inability of either joint venture partner or independent contractor to continue performance under this Contract, the other joint venture partner or independent contractor shall perform all services and work and assume all liabilities, obligations, rights and benefits of the Group under this Contract. Such determination of failure or inability to continue performance shall not be effected without prior consultation with the County.

Nothing in this provision shall be construed or interpreted to limit the County's rights under this Vehicle Bailment Contract or by law to determine whether the Contractor/Driver Group or either joint venture partner or independent contractor thereof has performed within the terms of this Vehicle Bailment Contract.

Severability

If any portion of this Vehicle Bailment Contract is ruled by a court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be ineffective to the extent of the invalidity, illegality or unenforceability without affecting in any way the remaining portions of the Vehicle Bailment Contract.

Bailment incorporates the following Exhibits 1, 2, and 3

EXHIBIT 1 – Preventive Maintenance Checklist

EXHIBIT 2 – Sample Taxicab Fleet

EXHIBIT 3 – Access Vehicle Redelivery

IN WITNESS WHEREOF, each party has caused this Vehicle Bailment Contract to be executed effective on the date first set forth above.

KING COUNTY

ACCEPTED BY:

APPROVED BY:

Authorized Signature

Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date Accepted:_____

Date Accepted:_____

EXHIBIT 1 - PREVENTIVE MAINTENANCE CHECKLIST

License # : _____

DATE: _____

MECHANIC NAME / ID # _____

ODOMETER READING BEFORE : _____

AFTER: _____

COMPLETE CHECKLIST WITH ☒ if OK or ☐ for repairs needed. Then place an **X** through the ☐ once the needed repair has been completed. PLEASE REFER TO PM NARRATIVE FOR A DETAILED DESCRIPTION OF THE REQUIRED TASKS.

"A" PM SERVICE

The "A" Service includes all items (#01 - #28)

____ 01 Paint, Dents, Mirrors, Windows, License Plate -Check

____ 02 Lights and Signals - Check Operation

____ 03 Instruments and Gauges - Check Operation

____ 04 Interior, Handles, Knobs, Heater, A.C. - Check

____ 05 Safety Equipment, Horn, Fire Extinguisher,

Seat Belts - Check for Operation or Charge

____ 06 Parking Brake - Check Operation

____ 07 Hood Safety Latch, Locks - Check and Lube

____ 08 Transmission - Check Operation and Fluid Level,
Fill If Needed

____ 09 Wiper Blades and Arms - Check and Fill Reservoir

____ 10 Steering - Check Operation and Fluid Level & Fill

____ 11 Radiator, Hoses & Antifreeze Level - Check and

Fill If Needed. ____ Protection level to - 35 degree

____ 12 Battery - Check Water Level and Clean Cables /

Battery Terminals.

____ 13 Engine Mounts - Check

____ 14 Belts - Check Condition and Tension - Adjust if

needed

____ 15 PCV Valve Checks Clean ____
Change ____

____ 16 Fuel System - Check for Leaks & Tighten if needed

____ 17 Brakes and RETARDER - Check Operation and Fluid Level (fill if needed)

Check Brake Linings, Calipers, wheel cylinders, Rotors / Drums

Brake Lining Remaining: Front ____
Rear ____

____ 18 Change Crankcase Oil and Filter

____ 19 Tires - Check tire condition, air pressure and
rotate tires.

____ 20 Wheels and Lug nuts - Check Condition and

Torque to Specifications

____ 21 Differential - Check Fluid Level Fill If Needed

____ 22 Driveline, U-Joints - Check condition and Lube

____ 23 Exhaust System - Check for Leaks

____ 24 Suspension, Torsion Bars, Shocks - Check and Lube

____ 25 Frame, Cross Members - Check

____ 26 Update P.M. Sticker with mileage

____ 27 Wheel Chair Ramp - Check

____ 28 Ramp Interlock - Check

COMMENTS:

"B" PM SERVICE

The "B" Service includes all items in the "A" Service

(#01 - #28) Plus the following items (#29 - #32):

- ____ 29 Pressure Check Coolant System
____ 30 Filters Change: ____ Air ____ Fuel
____ 31 Perform Complete System Check:
____ Ignition/Timing - check
____ Charging / Cranking System (give
readings):

____ Charging Voltage ____
Cranking AMP
____ Charging AMP

"C" PM SERVICE Transmission Service

This service performed every 21,000 miles

- ____ 32 Transmission Service - Change Fluid,
Filter,
Gaskets, and Adjust Bands.

"D" PM SERVICE Engine Tune-Up

This service is performed every 50,000 miles.

- ____ 33 Replace spark plugs and wires, PCV
Valve with OEM or better.
____ 34 Check timing (Complete item #31 from
"B" P.M.)

"E" PM SERVICE Coolant System Flush

This service should be performed every 50,000 miles

- ____ 35 Perform coolant system back flush,
replacing coolant
____ 36 Replace thermostat and gasket
____ 37 Pressure test and tighten all coolant
lines.

Annual Emission Check

- ____ 38 Exhaust Emission Check:

Enter readings and indicate pass / fail

	Before	P	F	After	P	F
HC IDLE	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____		
<input type="checkbox"/> <input type="checkbox"/>						
HC 2500	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____		
<input type="checkbox"/> <input type="checkbox"/>						
CO IDLE	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____		
<input type="checkbox"/> <input type="checkbox"/>						
CO 2500	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____		
<input type="checkbox"/> <input type="checkbox"/>						

Emission Specialist State #

____ Road test shall be performed each
preventive maintenance for the purpose of
diagnosing a problem, checking the
effectiveness of repairs and testing the
overall operation of the vehicle.

EXHIBIT 2 - TAXICAB VEHICLE SPECIFICATIONS

A. RICON minivan

Supplier	Western Bus Sales, Boring, OR
Local Representative	
Vehicle Type	RICON Lowered floor minivan on a Chevrolet Venture Chassis
Quantity	8
Wheel base	127"
GVW	5357
Suspension	HD
Rear Axle	Standard
Steering	Power
Cooling System	Standard
Fuel Tank Capacity	20 Gal.
Transmission	10 Qts.
Engine	V-6
Alternator	Standard
Battery	Standard
Tires	P1570R16
Brakes	Standard
Wipers	Standard
Heating	Standard
AC Frt/Rear	Front
Roof vent/exit	None
Seating	5
Wheelchair Securement	2
Mobility Ramp	RICON
Cost New	\$37,297

EXHIBIT 3 - ACCESS VEHICLE REDELIVERY

A. Redelivery of Vehicles

A complete inventory of equipment must be present and in optimal condition (including the spare wheel and tire, if one was initially included). All equipment must be equal to or better than the County/OEM specifications.

Prior to redelivery of each Vehicle the Contractor shall conduct a detailed inspection of the Vehicle to ensure that each Vehicle meets the following criteria.

Upon delivery of the Vehicles to the County, the Contractor and the County or its representative, shall conduct a final inspection to ensure that the Vehicle(s) are in compliance with the Vehicle Bailment Terms and Conditions.

In the event the final inspection reveals defects, then the Contractor shall have those items repaired within 48 hours, or as soon as possible. The Contractor shall pay all costs associated with these repairs.

B. Criteria for Acceptance

1. The Vehicle interior and exterior, as well as any associated equipment, shall be free of all cracks, punctures and tears. The body shall be free of all dents and scratches (see Part B Section 2-16.5 Vehicle Maintenance #7). All County logo and decals must be properly attached and free from peeling and pressure wash damage. All decals identifying the Contractor must be completely removed without causing damage to body paint.
2. All tires shall have a minimum 6/32" tread depth and shall be free from defects, sidewall damage and damage due to improper balancing and alignment. All tires shall be of the proper load range (E) and be of the type and size equal to or better than the original equipment.
3. All vehicles glass shall be free of defects including rock chips and cracks. Rock chips shall be repaired.
4. All electrical lights, lens and mounts shall be free from defects. Lenses shall not have cracks emanating from the fastener holes.
5. All doors, windows and emergency roof exits shall be functional and fit securely in the frame tight against the seal.
6. The engine shall be in proper operating condition. A recent (within the last 30 days) compression check shall be provided. The Vehicle shall have a current emissions certification.
7. The exhaust system shall be free of leaks. The tail pipes shall be firmly held in position and be free from any damage or distortion.
8. The electrical system shall be functional and without modification (unless authorized in writing). All wiring shall be properly harnessed and connections shall be clean. The alternator shall supply the proper voltage. The batteries shall be of the proper size, capacity and have output equal to the manufacturer specifications.
9. The transmission shall be in proper operating condition free from leaks and slippage. Rebuilt transmissions shall be documented to show that the rebuilder met the OEM specifications.
10. All gauges shall be functional.

11. The HVAC systems shall be functional, free from fan noise and leaks and perform to the manufacturer's specifications.
12. The braking system(s) shall be in proper operating order. Brake linings shall be non-asbestos and have at least 50% life remaining. All drums and rotors shall also have at least 50% life. Hydraulic cylinders and lines shall be free of leaks and cracks.
13. The computer/AVL system and antenna shall be in proper working order and firmly mounted in their original positions.
14. The wheelchair Ramp and safety interlock system shall be in proper operating condition. The proper inventory of wheelchair securement equipment (floor tie-downs, lap and shoulder belts) shall be in good condition free from defects such as cuts, fraying, contaminated or damaged webbing, improperly functioning buckles or hardware, or worn or broken parts.
15. Each Vehicle shall be equipped with the proper inventory of safety equipment: fire extinguisher, triangle kit and cable chains.
16. Each Vehicle shall be cleaned; damp mopped inside, and have the exterior washed.
17. Each Vehicle shall have a current PMI (including transmission service) completed.
18. The Vehicle Record File shall accompany each Vehicle.

ATTACHMENT E - DRIVER REPORT FORM

Instructions: Each Taxicab Driver must complete and sign this form. Additional comments may be written on the back or attached to this page.

Driver Name _____	For-Hire/DBA Number _____	Date of Birth _____
<input type="text"/>	<input type="text"/>	<input type="text"/>

Taxicab Association _____	From Date _____	To Date _____
<input type="text"/>	<input type="text"/>	<input type="text"/>

Drivers License #: _____

Passenger Complaint Information

Please list all passenger complaints involving this driver during the past three (3) years

Date	Type	Resolution
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Vehicle Accidents and Citations

Please list all vehicle accidents involving this driver during the past three (3) years

Date	Type	Fault	Injuries	Damage (\$)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

I hereby authorize the Department of Licensing to forward my driving record to King County Metro (MS: EXC-TR-1240, 821 2nd Ave., Seattle, WA 98104). I certify that this information is complete, accurate and true.

Driver Signature _____ Date _____